

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
IN AND FOR THE STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

MICHAEL ROGERS,
JENNIFER ROGERS,

Plaintiffs,

vs.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

JUL 13 2012

PATRICIA PRESLEY, COURT CLERK

by _____
DEPUTY

CASE NO.:

CJ - 2012 - 4372

PETITION

COMES NOW Plaintiffs, Michael Rogers and Jennifer Rogers, and for their cause of
action against the above named Defendant, alleges and states as follows:

COUNT ONE- BAD FAITH

1. The Defendant is an insurance company licensed to do business in the State of Oklahoma; therefore venue is properly laid in this Court, and this Court has proper jurisdiction of the parties to and the subject matter of this litigation.
2. That the above Defendant, State Farm Fire and Casualty Company, is a foreign insurance company licensed in Oklahoma. Defendant issued an insurance policy to Michael and Jennifer Rogers, Policy No.: 36-BJ-D532-6 that was in place on June 24, 2011 and covers the residence under this policy.
3. On June 24, 2011, Plaintiff's residence was burglarized while they were not present, resulting in loss of property and damage to their residence.
4. On said date, the Plaintiffs suffered losses covered by the subject policy, and the Plaintiffs promptly reported the loss to the Defendant.

EXHIBIT

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5. That Defendant was required under the insurance policy to timely pay Plaintiffs' claim.

6. The Defendant violated their duty of good faith and fair dealing by unreasonably, and in bad faith, refusing to pay Plaintiffs the proper amount for a valid claim under the insurance policy.

7. The Defendant's refusal to pay the claim in full was unreasonable under the circumstances. The Defendant's unreasonable actions included, but are not limited to, refusing to provide coverage under the policy.

8. The violation by the Defendant of their duty of good faith and fair dealing was the direct cause of the Plaintiffs suffering financial losses, emotional distress, and other losses in an amount exceeding \$75,000.00.

9. The Defendant acted in reckless disregard of the rights of the Plaintiffs and acted intentionally and with malice towards Plaintiffs. Plaintiffs are, therefore, entitled to an award of punitive damages in an amount exceeding \$75,000.00.

COUNT TWO-BREACH OF CONTRACT

10. For their claims against Defendant State Farm Fire and Casualty Company, Plaintiffs hereby adopts and re-alleges the statements and averments in Paragraphs 1-9 as listed above.

11. At the time of the subject incident, the Plaintiff was covered under a homeowners policy issued by Defendant State Farm Fire and Casualty Company.

12. Plaintiffs have made a demand upon the Defendant, State Farm Fire and Casualty Company to pay them the benefits due under the homeowners policy.

13. The Defendant State Farm Fire and Casualty Company has failed and refused to

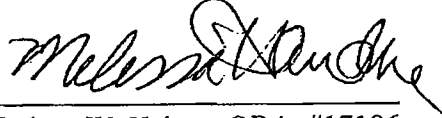
pay any amounts under the homeowners policy, thereby breaching the terms of the policy.

14. As a direct result of State Farm Fire and Casualty Company's refusal to pay the homeowners claim, the Plaintiffs have suffered damages.

15. The Plaintiffs have been forced and compelled to hire an attorney to prosecute this action and is entitled to recover their costs and attorney fees associated with this case.

WHEREFORE, Plaintiffs pray for judgment against the Defendant, State Farm Fire and Casualty Company in an amount in excess of \$75,000.00 in actual damages, for breach of contract damages in excess of \$75,000.00, for bad faith and fair dealing damages in excess of \$75,000.00, and for punitive damages in excess of \$75,000.00, reasonable attorney fees and cost of this litigation, and for such other relief to which they are entitled.

ATTORNEYS' LIEN CLAIMED


Robert W. Haiges, OBA #17196
John D. Coury, OBA #15445
Melissa G. Handke, OBA # 20117
HAIGES, COURY & ASSOCIATES, P.L.L.C.
825 East 33rd Street
Edmond, Oklahoma 73013
405.478.1188 - Telephone
405.478.5501 - Facsimile
Attorneys For Plaintiffs